

1859-006
Lee Co.

Chancery Causes: Wesley Ball vs. George W. M. Fergusson

Jack~, Fergusson, Hall, Allen, Venable, Peters, Seale, Carrall,
Sims, Kinser, Daugherty

CA-Debt
T-Property
Slavery

To the Worshipful the County Court of Lee County
in chancery sitting. The bill of Complaint of
Amos Ball of said County respectfully represents
that on the 2nd day of July 1857 your orator
owned a certain Jack which George W M Ferguson
desired to purchase and proposed to give your orator
the sum of \$115, 00 for the Jack in a constables receipt
executed to him by John Peters for the collection
of certain notes and accounts therein specified
and also in a list of accounts on various persons
which constables receipt and list of accounts the said
Ferguson represented as being equal to cash which
your orator believed, and agreed to take there in
payment for said Jack at the said price of \$115 00
and the said Ferguson on the said 2nd day of
July 1857 assigned the said constables receipt and
said list of accounts to your orator without
recourse which are herewith filed as part of
this bill marked (A) and (B). The amount
appearing due on said constables receipt and list
of accounts from the face of the papers overpaid
for said Jack the sum of \$15, 00 for which sum
your orator executed his note to said Ferguson
The said Ferguson represented to your orator that
the said constables receipt and list of accounts were
good and uncollected and assigned them as aforesaid
to your orator and at the time that he assigned

them to your orator in the said Ferguson
had received most of the money, nearly all, that
had been due on said consables, receipt and
list of accounts assigned as aforesaid to your
orator for said Jack and under said
misrepresentations the said Ferguson for-
-tunately obtained from your orator his said Jack
and note for \$15.00 and perpetrated such a
fraud upon your orator in the said transaction
as renders it proper that the said contract
should be rescinded and your orator placed
in statu quo. And your orator being
without an adequate remedy at common
law and relievable only in a court of
equity, his prayer therefore is that the said
George W. M. Ferguson be made a party defendant
to this bill and be required to make full true
and perfect answer thereto on oath that
upon a final hearing of the cause a
decree be rendered by your worships resc-
-inding the said contract entered into as
aforesaid between your orator and said
Ferguson and placing your orator in
statu quo that in the event the said Jack be
disposed of by said Ferguson a decree be rendered
in favour of your orator against said Ferguson
for the said sum of \$115 in the price of said Jack with
interest thereon from the said 27th day of July
1857 that by said decree the said Ferguson

be compelled to deliver into court the said
\$15.00 note of your orator to be cancelled
and in the mean time that an injunction
be granted by your worships to restrain
the said Freeman from proceeding to
it from your orator the said
\$15.00 note and that such other and
~~that and other~~ further relief be
accorded by your worships to your
orator in the premises as to justice
and equity belongs and is suited
to the particular circumstances of his
case May it please your worships to
grant the Commonwealth the writ of
Habeas Corpus &c

Sharp & Kane

Suond to in open court

15th March 1858

Attest J. W. S. Morrison lcl

Wesley Ball

vs Bill

G. W. M. Ferguson

Exhibits A, B, enclosed

\$500000 Injunction

Granted according
to the prayer of the
Bill

~~Aug 1858 set for hearing by the Plf.~~
~~at the Oct. Term~~

1858 Aug: & September continued

October set for hearing by Plf.

1858 Nov. rules. Court for hearing

at New Term Decree for Plf.

Plf's cost

c 1.53

a 5.11

cost 66

6.73

Pls. cost

c 5.33

a 5.00

cost 2.00

justice 5.50

W. 3.01

26.83

copy Recd. 6.110

To The Hon Samuel V Fulkerson Judge of
the Circuit Court of Lee County. The Petitioner
of Wesley Ball of said County respectfully
represents that heretofore to wit on the 15th day
of March 1858 your Petitioner filed his bill in
chancery in the County Court of Lee County against
George W M Ferguson for the purpose of rescinding
a contract upon the grounds of fraud in its procurement
which the said Ferguson had made with your
Petitioner in the purchase of a Jack from him
and by said bill your petitioner obtained an
injunction to restrain the said Ferguson from
proceeding to collect from your petitioner a note
of \$15, 00 that your Petitioner had executed to said
Ferguson in said trade which note was by said
bill also sought to be cancelled - Your Petitioner
tendered in open Court the security in the injunction
which was received by the Court and your petitioner
and his security signed what the Clerk called the
injunction ^{bond} which was believed by your Petitioner
to be all right and thereupon process issued which
duly executed upon the Deft Ferguson and
returned by the Sheriff to the Clerks Office of said
Court but subsequently lost or mislaid by the Clerk
whose habits were very careless in relation to the
business of his office. The said Deft Ferguson
though served with process did not appear and
answer your Petitioners bill and your
Petitioner proceeded to take his testimony in
support of the allegations of his bill and by
his counsel directed the case to be set for hearing
which was placed by the Clerk upon the issue docket
of said Court for trial. On the 16th day of November
1858 the Deft by counsel moved the Court to
dismiss your Petitioners said bill upon the grounds

that no injunction bond had been executed except a blank bond and to quash the ~~spa~~ in the case because it had improperly issued whereupon your Petitioner by counsel moved the Court to make a nunc pro tunc order permitting your Petitioner to then in court execute the injunction bond which he had before in open court executed (as he thought) but which the Clerk through neglect had failed to take in proper form and your Petitioner by his counsel also moved the Court to take up and try the said case upon its merits which stood upon the issue docket as aforesaid for trial but the Court quashed the ~~spa~~ in the case and dismissed the bill and ordered the cause to be stricken from the docket all which will more fully appear by reference to the transcript of the Record of said case accompanying this petition.

Your Petitioner is aggrieved by the rendition of said decree by the said County Court dismissing his said case and refusing to hear the same on its merits and your Petitioner is advised that the said decree is erroneous and ought to be reversed. 1st Because the said Deft having failed to appear and answer in obedience to the process of the Court which had been duly served upon him, stood in contempt of the process of the Court and his motion should not have been entertained which sought to avoid the merits of the case, but he should have been required to answer and his answer should not have delayed the trial of the case.

2^{dly} Because if no injunction bond had been given the case stood as an original case to be tried upon its merits in relation to the fraud charged for rescinding the contract and the Court therefore erred in dismissing the bill because no bond had been given or if an

injunction bond had been given and the Court had dissolved the injunction it would have been error in the Court to have dismissed the bill as sufficient matter exists in the case for carrying it on as an original case, which has upon its face a further object than the mere injunction that relates to a very small portion of the case 2nd Jackson 489 - 4th Mun 490 - 6 Mun 397 ~~and now in the case of a new bill proposed it would have been error to dismiss the bill at the time of the dissolution of the injunction~~ 3^{dly} As the failure in the execution of the injunction bond was the error of the Clerk the Court ought to have corrected that error of the Clerk by permitting the complainant to execute the bond under a nunc pro tunc order and the Court erred in refusing to allow the Plf to execute the bond who stood ready in court to execute the bond when he moved the Court for leave to do so.

4^{thly} The Court erred in refusing to try the case upon its merits which stood upon the issue docket for trial, ^{being} ~~on~~ a case of gross fraud practiced by the Deft upon the Complainant which is fully made out by the proofs in the cause.

For these and other reasons to be assigned at bar your Petitioner is advised that the said decree of the said County Court is erroneous and ought to be reversed and annulled and as in duty bound your Petitioner will ever pray &c
Wesley Ball Petitioner by
his attorneys

I am humbly of opinion that there is error in the decree and proceedings complained of in the foregoing petition sufficient to reverse the said decree and that the same ought to be reversed and annulled
Henry S. Kane counsel practicing
in the County & Circuit Courts of Lee County

Wesley Ball

vs Petition

George W. M. Ferguson

Filed May 1859

W. M. Hamilton

Virginia

At a Circuit Court held for Lee County
at the Court House thereof on Thursday the 12th day of May
1869

Wesley Ball

Complt

vs
George W. M. Ferguson

Def't

In Chancery

On an appeal from the
decision of the County Court

dissolving in dismissing p^lffs Bill

This Cause came on this 12th day of May 1869 to be heard
on the transcript of the record of the proceedings in the
County Court of Lee County and was argued by counsel
and the Court is of Opinion, that the said County Court
erred in not permitting the p^lff Ball to give bond
with security on the Injunction as to the fifteen dollars
that the said County also erred in dismissing the p^lffs
Bill, and it is further considered by the Court that
the decree of the said County Court, be reversed & annulled
and that p^lff recover of Def't the costs of the appeal
by him unjustly expended that the Cause be reinstated
in this Court and that unless the Complt or some
person for him execute bond with good security in
the penalty of thirty dollars with proper conditions
within one month, the injunction heretofore granted
him in this Case is to stand dissolved

Bond given

Liste

R M Hamblen CLK

Wesley Ball

W } Pierce

G. M. M. Ferguson

Wesley Ball } In Chancery
vs }
George W M Ferguson } on an appeal from the decision of the
County Court of Sec, dissolving in-
junction & dismissing Pltffs bill.

This cause came on this 12th day of May 1859, to be heard on the Transcript of the record of the proceedings in the County Court of Sec County, and was argued by Counsel, and the Court is of the opinion that the said County Court erred in not permitting the Pltff Ball to give bond with security on the injunction as to the fifteen Dollar judgment; that the said County Court also erred in dismissing the Pltffs bill; and it is further considered by the Court, that the decree of the said County Court be reversed & annulled, and that Pltff recover of Deft the Costs of the appeal by him unjustly expended, that the Cause be reinstated & retained in this Court, and that unless the Comp'tt, or some person for him, executes bond with good security in the penalty of Thirty Dollars with proper conditions within one month, the injunction heretofore granted him in this case is to stand dissolved.

Wisley Ball

vs

G W M Gordon

deers Entom 19348

Wesley Ball Compt

vs

G W H Ferguson Deft

In Chancery

The Deft by his counsel moved the Court to dismiss this case upon the ground that no injunction bond had been executed in the case except a blank bond that had not been filled up by the Clerk and ^{and to quash the Spc in this cause because it was improperly issued} was therefore no bond whereupon the Complainant being present in court moved the court by his counsel to make a nunc pro tunc order in the case permitting him to execute a bond now in court for them and also moved the court to try the case on its merits which stands upon the issue docket for trial; but the court sustained the Defendants motion ^{quashed the said Spc and} and dismissed the case and ordered the same to be stricken from the docket and thereupon the Complainant considering himself aggrieved by the decree aforesaid and expressing the intention to appeal in said case moved the court to suspend the execution of the decree in said case for sixty days to enable him to obtain said appeal and thereupon the court doth order that the execution of said decree be suspended for sixty days upon the Complainant executing bond with good security condition as the law directs which suspending bond was executed in court by the Complainant with John D Skays Geo B Melbourne his securitys pursuant to said order

G W M Ferguson

ads } Decca

Wesley Ball

inter. 219

The deposition of William O. Hall, taken pursuant to notice, at the Court House of See County Virginia, on the 1st day of October 1858. to be read as evidence on behalf of Wesley Ball, in a certain suit ^{in chancery} now pending in the County Court of See County Virginia, wherein said Ball is Plaintiff and George W. M. Ferguson is Defendant.

William O. Hall a witness of lawful age, after being duly sworn, deposes and says.

Question by Pltff. — Were you present at John D. Sims's barn lot, when Pltff. and Defendant traded in relation to the exchange of a certain Jack ass ~~for~~ which ~~Pltff~~ let ~~Pltff~~ Deft have for ~~some~~ a receipt on John Peters, a constable in Kentucky for notes & accounts put into his hands by Deft for collection and also a list of accounts? If so state what occurred on that occasion? And the conversation that took place between the parties in relation to said debts?

Answer

I was not Present when the Parties traded but Passed through ^{Shortly afterwards} the lot, & went home & came to Pltff at the mill. He was leading the Jack, & asked him what he gave for him he replied one hundred & fifty dollars. I have no recollection about what was said about the notes & accounts. my recollection is that Joel M. Ferguson was not in the lot when I Passed through it but saw Sims. & Pltff & Deft. there and further this deponent saith not.

Wm. O. Hall

Virginia See County to-wit:—

I, William Marshall, a justice of the peace in & for said County, do certify that the foregoing deposition of William O. Hall was duly

taken, sworn to, and subscribed before
me, at the time and place mentioned
in the preceding Caption. Given under my
hand this 1st day of October 1858.

William Marshall (J.P.)

Justices fee .75¢
Witnesses attendance .50¢
1.25-

Wesley Ball

vs } Deposition

G. W. M. Ferguson

Received of the Justice
before whom they were
taken Oct. 1st 1858

H. J. Morgan, J.

Ad.

Mr George, W. M. Spurgeon

Take notice that on 1th day of October 1858
at Lee court house Lee county Virginia I shall
proceed to take the Depositions of William, C. Hall,
& others to be read as evidence on my behalf
in a certain suit now pending in the county court
of Lee county Virginia on the chancery side of said
court in which suit I am plaintiff and you are
Defendant the taking of said Depositions will if
necessary be continued from day to day and from
time to time untill completed September
20th 1858

Wesley Ball

Virginia Lee County to wit
This day personally came William W. Day before
me Ira Warner a Justice of the peace
in & for the body of said county and made oath that
he delivered on the 20 day of September 1858 to
George. W. M. Ferguson a true copy of the within
notice Given under my hand this 20 day of
September 1858

Ira Warner Jp

Virginia Lee County to-wit, ^{John H. Allen & James M. Denable,}
This day personally appeared before me ~~the~~
Samuel H. Duff, a Justice of the Peace in & for
said County & made oath respectively, that they,
served & returned a Subpoena in the case of Wesley
Ball against George W. M. Hargueson; the said Denable
swears that he served said Subpoena on said
Hargueson, and handed it to John H. Allen; and
the said John H. Allen swears that he returned
it to the Clerk's office of Lee County, Virginia.
Given under my hand, this 12th October 1858.
Saml. H. Duff (J.P.)

W. Ball

vs

} affidavit

G. N. M. Ferguson

filed Oct. 5th 1888.

Att.

The deposition of John Peter taken on the 10th day of August 1858 at the Court House in the Town of Boonville County of Owsley and State of Kentucky, to be read as evidence in an action between Wesley Bell plaintiff and G. W. M. Ferguson defendant pending in the County Court of Lee County Virginia.

1st Question by Plaintiff
1st Did or not George W M Ferguson leave some notes & accounts with you as Constable?

Answer He did.

2nd Question
2nd What was the amount of Notes & accounts he left in your hands?

Answer Ferguson took my receipt for all except Daniels Strongs account which I dont think I receipted for as Daniel Strong tells me he paid Ferguson the amount of his account

3rd By Plaintiff

What amount of Money did you collect on said Notes & accounts?

Answer I collected in all, forty five Dollars and Twenty five cents

4th By Same.

Was there or not any money in your hands on the 1st day of July 1857, belonging to Ferguson?

Answer There was not.

5th By Same

Did or not Ferguson also place an insurance list in your hands for collection?

Answer He did. I have it now in my hands

Question 6th By Same

Did or not Old man Hyden collect some money on the Insurance list you hold, of William Stapleton, and if so for what?

Answer He did, and receipted to Mr Stapleton for the amount, which was in payment to Stapleton for Fergusons Board while he was standing his horse in this country

Question 7th By Same

Did or not Cornelius Gubbard also pay Old man Hyden the amount he was owing on the Insurance list?

Answer He did and I loaned him part of the money to pay the same

Question 8th By Same

Did or not John Hyden have the receipt which you executed to Ferguson and state that he was acting as agent for Ferguson?

Answer He did

Question 9th By Same.

Did or not two other men come with your receipt collecting for Ferguson?

Answer They did, and I paid one of them twenty five dollars, which I credited on my receipt.

Question 10th By Same

What is the date of the Insurance list Ferguson gave you to collect?

Answer The date is March 10th 1854 which the examiner has seen and

the last date of said ^{Insurance list} receipt is May the 7th 1854. and further this deponent saith not. John Peters

The Deposition of J. W. Seale taken at the same time and place to be read as evidence in the said action between Westly Ball plaintiff and G. W. M. Ferguson Defendant.

Question 1st By Plaintiff

Did you or not tell G. W. M. Ferguson that all the debts on his insurance list were good?

Answer I have no recollection of telling him any such a thing

Question 2nd By Plaintiff

What is John Peters reputation as a collecting officer

Answer I think it is very good. and further this deponent saith not.

J. W. Seale

State of Kentucky, Crossby County Ist.
I Samuel A. Chastain Presiding Judge of the Crossby County Court do certify that the foregoing deposition of John Peters and Joseph W. Seale were taken before me and read to and subscribed by them in my presence at the time and place and in the action mentioned in the Caption the said Peters and Seale having been first duly sworn by me that the evidence they should give in the action should be the truth the whole truth and nothing but the truth and their statements reduced to writing by me in their presence the plaintiff alone being present at the examination given under my hand this 10th

day of August 1858

Samuel A Chastain S. J. 2066

Justice's fee for taking deposition \$1.00.

Claim of Two Witnesses 50¢ each 1.00

\$2.00

S. A. Chastain S. J. 2066

Henry Ball

Deposition

George H. H. Ferguson

Received August 13th 1858

Sealed

W. A. Morgan, Secy.

Dr. George W. M. Fergerson.

Sir, You will please
take notice, that on Tuesday, the 10th day of August 1858
at Dusley Court House, in Dusley County,
Kentucky, I will proceed to take the depositions
of John Peters & others, to be read as evidence ^{on my behalf} in
a certain suit in Chancery, now pending
in the County Court of Lee County Virginia
in which I am Plaintiff, and you are
Defendant. The taking of said depositions
will be continued from day to day and
from time to time till completed.
July 19th 1858.

Wesley Ball

Virginia Lee County to-wit

This day personally came William W. Poye
before me A. R. Cook a Justice of the
Peace in & for said County & made oath that he
on the 19 day of July 1858, delivered to George
W. M. Ferguson a true copy of the within.
Given under my hand, this 19 day of July 1858
A. R. Cook (J. P.)

289
1.25
3.51

THE COMMONWEALTH OF VIRGINIA,

County in the state of Kentucky
TO Any Justice of the peace of Wesley, Greeting:—

KNOW YOU, that we, trusting to your fidelity and provident circumspection, do require you that, at such certain times and places as you shall appoint, to call and cause to come before you *John Peters and others*

witness *is* on behalf of *Wesley Ball*

in a certain matter of controversy in our Court of Lee county, depending between *Wesley Ball*
Plaintiff and George W. M. Ferguson Defendant.

and *them* diligently examine touching the same in solemn form, on oath or affirmation, and having received
their examination as aforesaid, that you distinctly, plainly, and without delay, send and certify the same
inclosed into our said Court, together with this writ. Witness, *Henry J. Morgan*
Court-House, this *5th* day of *August*, 1858, in the *83rd* year of the Commonwealth.
W. S. Morgan
H. J. Morgan, C.C.

I Henry J. Morgan clerk of the county court of Lee
county, do hereby certify that Wesley Ball, personally
appeared before me in my office and made oath
that John Peters and others, are non-residents of
this Commonwealth, given under my hand
this 5th day of August 1858.

H. J. Morgan Clk,

W. Ball

vs. J. Comarson

Exo. W. H. Ferguson

Wesley Ball, Dep.

Retained Sealed
Aug. 13th, 1858
H. J. Morgan Clk.

The deposition of William Carroll taken
at the Court House on the 31st day July 1838
pursuant to notice to be read as evidence on
behalf of Wesley Ball in a certain suit in
Chancery now pending in the County Court of
the County of Virginia in which suit said
Ball is Plaintiff & George W M Ferguson
is defendant, -

William Carroll a witness of lawful age
after having been first duly sworn deposeseth
and saith -

Questions by Plaintiff - State what you heard
Ferguson say about the trade of a certain Jack
Ap

Answer - I was at Daniel Hall's black Smith
Shop on the day the trade was made at which time
and place Ferguson told me he had bought a
Jack Ap from Ball and paid One hundred
and fifty, or dollars in papers on other
persons without recourse and Ball was to pay
fifteen to him (last January which would be 1838)

Ferguson also said that he would not give in
Cash \$25. dollars for the papers that he let Ball
have for he had already been at a great
deal of trouble about the papers but that Ball
was to take the papers without recourse on him.

And further this deponent saith not.

Witness attested 30th

William Carroll
mark

Justices Geo 75th
\$175 -

S. S. Corbitt J.P.

And the further taking of depositions in this cause

is adjourned until the 4th day of Sept
Aupt/188 — S. S. Corbett J.P.

The parties met pursuant to adjournment
on this 4th day of August 1888 and
John D. Sims on oath witness of lawful age
after having been first duly sworn deposed
and said —

Question by Pltff. — You see among the papers filed in
this cause, a list of accounts and a receipt of John
Peters for the Collection of certain notes, which list of
accounts & receipt was assigned by Geo W M Ferguson to
Wesley Ball, as appears by his assignment & signature.
What conversation occurred between said Ferguson
and said Ball in relation to them when they
were assigned, by said Ferguson to said Ball?

Answer — I was present at the time Ball & Ferguson
were about making a trade about a certain Jack
Ap, and was present when it was concluded —

And saw the papers assigned over to Ball and
the Jack Ap delivered by Ball to Ferguson
the papers ~~then~~ filed ^{by the Plaintiff} marked A. & B. are the
same papers transferred by Ferguson to Ball

And at the time the trade was concluded and at the time
of the assignment of the Receipt of John Peters Ferguson
entered a credit on the receipt ^{for \$11,827} and said that
was all the credits that ought to be entered on
the receipt, — there was a credit of \$25,000 entered
on the receipt before this time —

(The parties both admit that credit of \$8,37½
was entered on the receipt at the time of the trade)
The witness has some indistinct recollection about
this credit of \$8,37½ but is not certain whether

it was entered on the receipt at the time of the trade
or not, but it seems to me it was.

I do not recollect the amount due on the receipt
but it is my best recollection that the list of accounts
and the receipt both amounted to something near
One hundred and fifty dollars it might have
been a little more or a little less.

Ferguson stated to Ball at the time of the trade
that he would get some money on the receipt when
he went after it but how much I don't recollect,
as to the conversation about the trade there was a
good deal said by both of the parties but I have
forgotten the most of it, but perhaps circumstances
may be brought to my recollection by questions.

Question by Pltff. — Did or not Ferguson say, on that occasion,
that the money on the balance of said Receipt was in the
hands of Peters and that Ball could get it whenever he went
after it? Answer, I can make no other ^{answer} to this
question than I have already made. I made
Ferguson stated that the ^{accounts in the list} ~~list of accounts~~ marked
B, were not put out for collection but that
he thought that the most of the accounts were
good debts.

Question by Pltff. — Was Joel Ferguson present at the time
the trade was made between the parties?

Answer, It is my recollection that he came up
about the time Ferguson commenced writing
the assignment, it is my recollection that Ball
executed his note after Joel Ferguson came up
to Geo W M Ferguson for fifteen dollars boot
between the receipt marked A, and the accounts
in the list marked B, on one side and the
Jack Ap, on the other —

Quest: by defendant — When the amounts in exhibit B, were spoken of, did I not tell the complainant, that I did not know whether the man put on insurance to ~~the horse~~ ^{the horse} had proved to be with foal or not, as I had not been there since, but that the best men about there had put by the insurance?

Answer: — Fergusson told Ball in my presence that the persons whose names are on the exhibit marked B had put their mares by insurance and that Seal had told him most of the mares had proven to be in foal. Fergusson said he had not been there since himself. And further this deponent saith not,

Joan D. Sims

Witness Kiser an other witness of Carolus ago after having been first duly sworn deposed and saith:

Question by Pltff. — What did Fergusson say to Ball, in relation to the amount which Ball would get on Peter's receipt? What in relation to the amount which he would get on the insurance list, Exhibit (B)? ~~Was or not~~ And did, or not, he represent that Ball would get all that was embraced in the receipt after taking off the credits?

Answer, Fergusson said to Ball that he would get some money on the receipt but I do not recollect how much, as to the accounts on exhibit B, I don't recollect anything about that, I do not recollect that Fergusson told Ball that he would get that was due on the face of the receipt after taking off the credits, ~~and~~

Continued to page 5

And further this deponent saith not,
Hiram Kinsler
mark

I Stephen S. Crockett a Justice in and for the
County of Lee do hereby certify that the foregoing
depositions were commenced on the 31st day of
July and at the time and place mentioned
in the Caption and ~~affidavit~~ continued by
adjournment until the 4th day of August 1858
at which time and at the place mentioned in
the Caption the said depositions were duly
taken sworn to and subscribed before me
Given under my hand this 4th day of August
1858
S. S. Crockett J. P.

Hiram Kinsler , 50¢
Witness Fee —

Justice Fee
Three Hours at 75¢
per Hour — \$2.25-

Ant from Payer \$2.75-
 1.25-
 \$4.00

Depositions of
William Carroll
John D. Sims &
Hiram Kinder

In Suit of
Ball, W. S. Ferguson
Canary Coast L. Co.,
Receivd of the justice
before whom the deposition
was taken the 5th day of
August 1858.

H. J. Morgan, C. C.

Dr George W. M. Ferguson,

Sir, You will please
take notice that on The 31st day of this ~~1st~~
Month (July) 1858, at See Court House, I will
proceed to take the depositions of John D. Simms
and others, to be read as evidence on my be-
half, in a certain suit in Chancery, now
pending in the County Court of See County
Virginia, in which I am Plaintiff and you
are defendant. The taking of ~~said~~ depositions
will be continued from day to day & from
time to time till completed.
July 19th 1858

Wesley Ball

Virginia Lee County to-wit-

This day personally came
before me, a A. R. Cook
of the peace in & for said County, and made
oath that on the 19 day of July
delivered to George W. W. Ferguson a true copy of
the within, given under my hand this 19 day
of July 1858.

William N. Stys
a Justice
1858. he de-

A. R. Cook (J.P.)

The depositions of Mathew B. Daugherty and Hiram
Kinser, taken ^{before William Marshall a Justice of Lee County} at Lee Court House on the 5th day
of June 1858, pursuant to notice, to be read on behalf
of Wesley Ball in a certain suit ^{in Chancery} now pending in the
County Court of Lee County Virginia, in which suit
said Ball is Plaintiff and George W. M. Ferguson
is Defendant.

Mathew B. Daugherty, a witness of lawful age,
after being duly sworn, deposes & says.

Question by Pltff. — If you know any thing
of a trade about a certain Jack-^{ass}, between
the Pltff and the Deft. State all the facts in the
case, within your knowledge? And also what
~~you~~ you know about the Collection of
of the debts transferred by Deft. to Pltff. in
consideration of the sale of the said Jack-^{ass}.

Answer by witness,

I went with Mr Ball to Kentucky, also went
with him to Mr. Peters a constable who had
Fergusons business in his hands, Ball told Peters
that he had come for the money due to Ferguson
on the debts in his hands, Peters told Pltff.

That ~~Ferguson~~ he had collected all that could
be collected & had sent it to Ferguson,

Pltff. got no money from Peters, Peters told
Pltff. that Ferguson owed said Peters cost
law debts that could not be collected, Peters
stated that he had warrantee for some debts that
Judgments went against Ferguson & that there
were costs on them still owed by Ferguson.
Peters told Pltff. that he had received for collection
the list of accounts mentioned in the bill at the
same time he executed his Receipt to Ferguson
Peters had the original list of accounts when Pltff
called on him and they compared them.

together, and further this deponent saith not.
Matthew B. ^{his} Daugherty
mark

Virginia Lee County to-wit,-
I, William Marshall, a Justice of the Peace, in & for
the body of said County, do hereby Certify that the
foregoing deposition of Matthew B. Daugherty was
duly taken, sworn to & subscribed, before me, on
the day & at the place mentioned in the preceding
Caption. Given under my hand, this June 5th 1888.
William Marshall J.P.

Justices fee 75¢
Witnesses fee 50¢

Wm. Marshall
County Clerk
Lee County, Va.
8681
W. C. M. A.

Wesley Ball
vs { Depositions
Geo W. M. Hergerson
Received of the
Justice below
where the deposition
was taken the 15th

June 1858

J. W. S. Morrison

Mr George W M Ferguson

Take notice that on the
3rd day of June 1858 in the Court
house of Lee County I will proceed
to take the depositions of John D Sims
& others (continuing from day to day if
necessary untill the depositions are
completed) to be read as evidence upon
the trial of the suit in chancery now
pending in the County Court of Lee
County Va wherein I am Complainant
and you are Defendant

May 17th 1858

Yrs &c
Wesley Hall

Executed By
Delivering a
copy of the
with is
Wm W L
Gans & May
the 10 1858

The deposition of John Peters taken on the twenty sixth day of June 1858 at the Examiners Office in the Town of Boonville, County of Curles and State of Kentucky to be read as evidence in a suit pending in the Circuit Court for Lee County Virginia between Wesley Ball Plaintiff and G. W. M. Ferguson defendants said deposition being in behalf of the plaintiff as appears from the Commission now before me. Deponent John Peters being first duly sworn and being of lawful age do depose and saith.

1 Question by plaintiff, did or not George W. M. Ferguson leave some notes and accounts with you when you was Constable? Answer. He did.

2 Question by same. What amount of notes and what amount of accounts.

Ans. The only correct way for that to be answered is that Ferguson has my receipt for the whole amount of cash, which receipt has some 2 or 3 credits endorsed on it.

3 Question by same. What amount of money did you collect on said notes and accounts?

Answer. I do not recollect how much, but the credits on the receipt will show. I sent some money by old man Hyden who brought my receipt with him, but how much cant say and I afterwards sent \$27 or \$28 by two other men who also had my receipt.

4 Question Did you or not collect all the money on said notes and accounts, and if not why?

Answer. I did not, for the reason that I went out of office.

5th Question by same. Were judgments on any of said debts given against Ferguson and if so upon what debts.

Ans I do not know whether any judgments were rendered against him or not.

6th Question by same. Was or not another list of accounts put into your hands for collection.

Answer. There was an Insurance list put into my hands.

7th Question by same. What was the amount of said Insurance list.

Answer. The amount was in all \$127.87 $\frac{1}{2}$ but there were several Mares that failed to be with foals. I think there were fifteen mares that did not prove with foals.

8th Question by same. Did you or not see Cornelius Gabbard pay Old Mr Hyden some money on the Insurance list in your hands and if so how much.

Answer. I did. Cornelius Gabbard pay Hyden ten dollars on the Insurance list in my hand and I lent said Gabbard part of the money to pay the same. And Hyden receipted to Gabbard for the amount as well as I recollect. Though I may be mistaken about the receipt.

9th Question by same. Was or not John Hyde acting as Agent for Ferguson?

Answer. He brought the receipt and said that Ferguson had sent him to get all the money I had collected for him, and I accordingly paid him the same. And further this deponent saith not.

John Peters

State of Kentucky Curley County Sit.
I Samuel A. Chastain Presiding Judge of Curley County do certify that the foregoing deposition of John Peters was taken before me and was read to and subscribed by him in my presence at the time and place and in the action mentioned in the caption, the said John Peters having been first duly sworn that the evidence he should give in the action should be the truth the whole truth and nothing but the truth and his statements reduced to writing by me in his presence. Neither party being present either in person or by Attorney Given under my hand this 26th day of June 1858.

S. A. Chastain S. J. C. C.

Received sealed
on the 7th day of July 1858
R. M. Morgan & Co.

Wesley Ball
V. S. Disposition
E. M. W. Ferguson
Received sealed on the
7th day of July 1858
R. M. Morgan & Co.
H. J. Morgan & Co.

George W. W. Ferguson Esqr.

Take notice that on
the 26th day of June 1858, I shall proceed to take
the depositions of John Peters and Neill Gabbard,
at the Court House of Bondley County Kentucky,
to be read as evidence, on my behalf, in a certain
suit ^{in Chancery} now pending in the County Court of Lee
County Virginia, in which suit I am Plaintiff
and you are Defendant.

The taking of said depositions will (if
necessary) be continued from day to day,
and from time to time untill completed.
June 5th 1858.

Wesley Ball.

Virginia See County to-wit,--

This day personally came Jonathan K. Ball,
before me, J. W. Sword, a Justice of the
Peace, in & for the body of said County & made oath that
he delivered, on the 7th day of June 1858, to George W. W.
Hergerson, a true copy of the within notice.

Given under my hand this 7th day of June 1858.

~~_____~~
J. W. Sword J. P.

THE COMMONWEALTH OF VIRGINIA, *To my Justice of the peace in and*
for Shelby county Kentucky

Greeting:—

KNOW YOU, that we, trusting to your fidelity and provident circumspection, do require you that, at such certain times and places as you shall appoint, to call and cause to come before you *John Peters and*

Neal Gabbard

witnesses on behalf of *Wesley Ball*

in a certain matter of controversy in our Court of Lee county, depending between *Said Ball*

Complainant and George W. M. Fingerson Defendant

and ~~them~~ *their* diligently examine touching the same in solemn form, on oath or affirmation, and having received examination as aforesaid, that you distinctly, plainly, and without delay, send and certify the same inclosed into our said Court, together with this writ. Witness, J. W. S. MORISON, Clerk of our said Court at the Court-House, this *26th* day of *April* 185*8*, in the *8th* year of the Commonwealth.

J. W. S. Morison

Wesley Ball

vs

Donner

G. W. M. Ferguson

Pleas at the town of Jonesville before the county court of Lee county on Tuesday the 16th day of November 1858.

Virginia Lee County court - This day personally appeared John H. Allen & James M. Venable before me Samuel H. Duff a justice of the peace in and for said county and made oath respectively that they served and returned a subpoena in the case of Wesley Ball against George W. Ferguson, the said Venable swears that he served said subpoena on said Ferguson and handed it to John H. Allen and the said John H. Allen swears that he returned it to the clerk's office of Lee county Virginia, given under my hand this 12th October 1858. Samuel H. Duff, J.P.

And at another ^{day} came the complainant by his counsel and filed his bill against the defendant, which bill is in these words

To the worshipful the county court of Lee county in chancery sitting - The bill of complaint of Wesley Ball of said county respectively represents that on the 27th day of July 1857 your orator owned a certain pack, which George W. M. Ferguson desired to purchase and proposed to give your orator the sum of \$115.00 for the pack in a constables receipt executed to him by John Peters for the collection of certain notes and accounts therein specified and also in a list of accounts on various persons, which constables receipt and list of accounts the said Ferguson represented as being equal to cash, which your orator believed and agreed to take them in payment for said pack at the said price of \$115 and the said Ferguson on the said 27th day of July 1857 assigned the said constables receipt and said list of accounts to your orator without recourse, which are herewith filed as part of this bill marked (A) and (B), the amount appearing due on said constables receipt and list

of accounts from the face of the papers over paid for said
jack the sum of \$15.00 for which sum your orator
executed his note to said Ferguson, the said Ferguson
represented to your orator that the said constables receipt
and list of accounts were good and uncollected and
assigned them as aforesaid to your orator and at the
time that he assigned them to your orator he the said
Ferguson had received most of the money, nearly all that
had been due on said constables receipt and list of
accounts assigned as aforesaid to your orator for said
jack and under said misrepresentations the said Ferguson
fraudulently obtained from your orator his said jack
and note for \$15.00 and perpetrated such a fraud upon
your orator in the said transaction as renders it proper
that the said contract should be rescinded and your
orator placed in Statu quo, And your orator being
without an adequate remedy at common law and
relievable only in a court of equity his prayer therefore is
that the said George W. M. Ferguson be made a party
defendant to this bill and be required to make full
true and perfect answer thereto on oath, that upon a final
hearing of the cause a decree be rendered by your worship
rescinding the said contract entered into as aforesaid
between your orator and said Ferguson and placing
your orator in Statu quo. That in the event the said jack
be disposed of by said Ferguson a decree be rendered in
favor of your orator against said Ferguson for the said
sum of \$115.00 the price of said jack with interest thereon
from the said 27th day of July 1857. That by by said decree the
said Ferguson be compelled to deliver into court the said
\$15.00 note of yours to be cancelled and in the mean time
an injunction be granted by your worship to restrain the
said Ferguson from proceeding to collect from your orator
the said \$15.00 note, and that such other and further relief
be extended by your worship to your orator in the

premises as to justice and equity belongs and is suited
to the particular circumstances of his case, May it
please your worship to grant the commonwealth's
writ of Spa directed &c.

Sworn to in open court Sharp & Kane

15th March 1858. Teste J. W. Morison, C. C.

Exhibit (A) Received of G. W. M. Ferguson the following
list of notes due bills and accounts for which promise
to collect or account for as the law directs

One on Joseph Raymond		\$4.00
One on John S. Frost	Paid \$2	4.00
One on Wm (name worn out)		4.00
One on Samuel Hurley		4.00
One on Daniel Strong		3.00
One on James Thomas		4.00
One on Stephen Gurn		4.00
One on Valentine Croger		7.00
One on Hardon Combs		3.00
One on Pleasant Turner	Paid \$1.00	1.90
One on Marston Anglon		2.25
One on William Smith		2.50
One on John Smith		3.33
One on David Hensley		3.00
One on James Farmer		4.00
One on Charles Bowman		4.00
This the 11 th day of June 1851 John Peters C. C.		
One on Ephraim Angil	for	\$4.00
One account on P. Gilbert		1.00

Upon the back of which is endorsed the following credits.

Credit the within receipt twenty five dollars 1st Oct.
1855. Recd. by Hydon \$11.82 1/2 - Recd. of Exchange
Sandlan, Paid \$8.37 1/2 to Hydon of insurance money
and also on the back of which is the following assignment
I assigne the within Receipt over to Wesley Ball
as his wife having no record on me July 27th 1857
George W. M. Ferguson

Exhibit B is in the words & figures following. To wit

William Sapleton	1	Mar	Insurance	\$5.00
Isaac Anglin	1	Do	do	5.00
Francis Smith	1	Do	do	5.00
B. F. Jackson	1	Do	do	5.00
Henry Rader	3	Do	do	12.00
John Branning	1	Do	do	5.00
William Seals	1	Do	Do	5.00
Robert Baker	1	do	do	5.00
Widow Hurst	1	do	do	3.00
Widow Mahaffey	1	do	do	2.50
Edward Hincade	1	do	do	5.00
Jarvis Patin More	1	do	do	5.00
Neal Gabbard	2	do	do	10.00
Calaway Pennington	1	do	do	5.00
Yachurick More	1	do	do	5.00
Ewing Gibson	1	do	do	5.00
Luther Brooker	3	do	do	15.00
Smith Sizemore	1	do	do	5.00
Fred Runnels	1	do	do	4.00
Mc Calhan	1	do	do	4.50
Isaac Thomas	1	do	do	3.50

Neal Gabbard credit for feeding Horse \$1.00

upon the back of which is the following assignment, To wit

I do assigne the within accounts to Wesley Ball as his own right, having no record on me this 27th day of July 1857. — George W. M. Ferguson

Mr. George W. M. Ferguson — Take notice that on the 5th day of June 1858. in the court House of Lee County I will proceed to take the depositions of John D. Sims & others continuing from day to day if necessary until the depositions are completed to be read as evidence upon the trial of the suit in chancery now pending in the county court of Lee County Va. wherein I am complainant and you are Defendant, May 17th 1858. Yours &c Wesley Ball

5

The deposition of ⁵Matthew B. Daugherty and Hiram Kinsler taken before William Marshall ^{a justice of the peace of Lee county} at Lee Court House on the 5th day of June 1858 pursuant to notice to be read on behalf of Wesley Ball in a certain suit in chancery now pending in the county court of Lee county Virginia in which said Ball is complainant and George W. Ferguson is defendant.

Matthew B. Daugherty a witness of lawful age after being duly sworn deposes and says
Question by Plaintiff, If you know any thing of a trade about a certain jack up between the plaintiff & Defendant state all the facts in the case within your knowledge and also what you know about the collection of the debts transferred by Defendant to plaintiff in consideration of the sale of the said jack up — Answer by witness,

I went with Mr. Ball to Kentucky, also went with him to Mr. Peters a constable who had Fergusons business in his hands, Ball told Peters that he had come for the money due to Ferguson on the debts in his hands, Peters told Plaintiff that he had collected all that could be collected & had sent it to Ferguson. Plaintiff got no money from Peters — Peters told Plaintiff that Ferguson owed said Peters cost on debts that could not be collected. Peters stated that he had warranted for some debts that judgments went against Ferguson & that there were costs on them still owed by Ferguson, Peters told plaintiff that he had received for collection the list of accounts mentioned in the bill at the same time he executed his receipt to Ferguson — Peters had the original list of accounts when plaintiff called on him and they compared them together and further this deponent saith not; Matthew B. Daugherty, Virginia Lee county, test — I William Marshall a justice of the peace in and for the body of said county do hereby certify that the foregoing deposition of Matthew B. Daugherty was duly taken sworn to and subscribed before me on the

day and at the place mentioned in the preceding caption given under my hand this June 5th 1858. William Marshall J.P.

The deposition of John Peters taken on the 26th day of June 1858 at the examiners office in the town of Booneville county of Owsley and State of Kentucky to be read as evidence in a suit pending in the circuit court for Lee county Virginia between Wesley Ball Plaintiff and G W M Ferguson defendant said deposition being in behalf of the plaintiff as appears from the commission now before me, Dependent John Peters being first duly sworn and being of lawful age deposit and saith:— 1 Question by Plaintiff, did or not George W M Ferguson leave some notes and accounts with you when you was constable— Answer: He did. 2 Question by Same, what amount of notes and what amount of accounts— Answer: The only correct way for that to be answered is that Ferguson has my receipt for the whole amount of cash, which receipt has some 2 or 3 credits endorsed on it— 3 Question by Same,

what amount of money did you collect on said notes and accounts— Answer: I do not recollect how much but the credits on the receipt will show, I sent some money by old man Hyden who brought my receipt with him, but how much cant say, and I afterwards sent \$27. or \$28. by two other men who also had my receipts.

4. Question, did you or not collect all the money on said notes and accounts and if not why? Answer: I did not for the reason that I went out of office.

5th Question by Same, Were judgments on any of said debts given against Ferguson and if so upon what debts, Ans. I do not know whether any judgments were and and against him or not— 6th Question By Same,

was or not another list of accounts put into your hands for collection— Ans. There was an insurance list put into my hands. — 7th Question by Same, What was the amount of said insurance list,

7
Answer— The amount was in all \$127.57½ but there were several mares that failed to be with foal, I think there were fifteen mares that did not prove with foal,

8th Question by Same— did you or not see Cornelius Gabbard pay old Mr Hyden some money on the insurance list in your hands, and if so how much.

Answer— I did see Cornelius Gabbard pay Hyden ten dollars on the insurance list in my hands, and I lent said Gabbard part of the money to pay the same and Hyden receipted to Gabbard for the amount, as well as I recollect though I may be mistaken about the receipt,

9th Question by Same, was or not John Hyden acting as agent for Ferguson? — Answer— He brought the receipt and said that Ferguson had sent him to get all the money I had collected for him and I accordingly paid him the same, and further this deponent saith not.

John Peters.

State of Kentucky Owsley County set — I Samuel A Chastain
J.P. presiding judge of Owsley county do certify that the foregoing deposition of John Peters was taken before me and was read to and subscribed by him in my presence at the time and place and in the action mentioned in the caption, the said John Peters having been first duly sworn that the evidence he should give in the action should be the truth the whole truth and nothing but the truth, and his statements reduced to writing by me in his presence, neither party being present either in person or by attorney, given under my hand this 26th day of June 1858. S. A. Chastain J.P. C.C.

The deposition of William Carroll taken at Lee Court House on the 31st day of July 1858, pursuant to notice to be read as evidence on behalf of Wesley Ball in a certain ^{in Chancery} suit, now pending in the county court of Lee county Virginia in which said Ball is plaintiff & George W M Ferguson is defendant;

William Canall a witness of lawful age after having been first duly sworn deposes and saith:

Question by Plaintiff - State what you heard Ferguson say about the trade of a certain Jack Ofs,

Answer - I was at Daniel Halls Black Smith Shop on the day the trade was made at which time and place Ferguson told me he had bought a Jack Ofs from Ball and paid One hundred and fifty odd dollars in papers on other persons without recourse and Ball was to pay fifteen to him (last January which would be 1858) Ferguson also said that he would not give in cash \$25. dollars for the papers that he let Ball have for he had already been at a great deal of trouble about the papers but that Ball was to take the papers without recourse on him and further this deponent saith Not - William ^{his} Canall ^{marks}

And the further taking of depositions in this cause is postponed until the 4th day of August 1858. - S. L. Crockett J. P.

The parties met pursuant to adjournment on this 4th day of August 1858 and John R. Sims another witness of lawful age after having been first duly sworn deposes and saith - Question by Plaintiff - Is you see among the papers filed in this cause a list of accounts and a receipt of John Peters for the collection of certain notes which of ~~these~~ list of accounts & receipt was assigned by G. N. M. Ferguson to Mosley Ball as appears by his assignment & signature, What conversation occurred between said Ferguson and said Ball in relation to them when they were assigned by said Ferguson to said Ball.

Answer - I was present at the time Ball & Ferguson were about making a trade about a certain Jack Ofs and was present when it was concluded, and saw the papers assigned over to Ball, and the Jack Ofs delivered by Ball to Ferguson, the papers filed by the plaintiff marked A & B. are the same papers transferred by Ferguson to Ball and at the time the trade was

concluded and at the time of the assignment of the receipt of John Peter Ferguson entered a credit on the receipt for \$11.87½ and said that was all the credits that ought to be entered on the receipt - there was a credit of \$25.00 entered on the receipt before this time, (The parties both admit that credit of \$8.37½ was entered on the receipt at the time of the trade.) The witness has some indistinct recollection ^{about} of this credit of \$8.37½ but is not certain whether it was entered on the receipt at the time of the trade or not, but it seems to me it was. - I do not recollect the amount due on the receipt, but it is my best recollection that the list of accounts and the receipt both amounted to something near one hundred and fifty Dollars, it might have been a little more or a little less - Ferguson stated to Ball at the time of the trade that he would get some money on the receipt when he went after it but how much I don't recollect, as to the conversation about the trade, there was a good deal said by both of the parties but I have forgotten the most of it - but perhaps circumstances may be brought to my recollection by questions

Question by Plaintiff, did or not Ferguson say on that occasion that the money on the balance of said receipt was in the hands of Peter, and that Ball could get it whenever he went after it? - Answer I can make no other answer to this question than I have already made, Ferguson stated that the accounts in the list marked B. were not put out for collection but that he thought that the most of the accounts were good debts.

Question by Plaintiff - Was Joel Ferguson present at the time the trade was made between the parties?

Answer - it is my recollection that he came up about the time Ferguson commenced writing the assignment, it is my recollection that Ball executed his note after Joel Ferguson came up, to Geo. W. M. Ferguson for fifteen dollars, both between the receipt marked A. and the

accounts in the list marked B. on one side and the Jack off on the other.

Question by Defendant — when the accounts in exhibit B. were spoken of did I not tell the complainant that I did not know whether the Maces put on insurance to the horse had proved to be with foal or not as I had not been there since but that the last man about there had put by the insurance — Answer — Ferguson told Ball in my presence that the persons whose names were on the exhibit marked B. had put their Maces by insurance and that Seal had told him most of the Maces had proved to be with in foal Ferguson said he had not been there since himself, and further this deponent saith not.

John D. Lewis

Hiram Kinser — another witness of lawful age after having been first duly sworn, deposes and saith,

Question by Plaintiff — What did Ferguson say to Ball in relation to the amount which Ball would get on Peters receipt? What in relation to the amount which he would get on the insurance list exhibit B. and did or not. he represent that Ball would get all that was embraced in the receipt after taking off the credits?

Answer — Ferguson said to Ball that he would get some money on the receipt but I do not recollect how much as to the accounts on exhibit B. I don't recollect any thing about that. I do not recollect that Ferguson told Ball that he would get all that was due on the face of the receipt after taking off the credits, and further this deponent saith not.

Hiram Kinser
Mack

I Stephen S. Crockett, a justice in and for the county of Lee do hereby certify that the foregoing depositions were commenced on the 31st day of July at the time and place mentioned in the caption and continued by adjournment until the 4th day of August 1858, at which time and at

the place mentioned in the caption the said depositions were duly taken, sworn to and subscribed before me given under my hand this 4th day of August 1858.

S. S. Crockett, J.P.

The deposition of John Peters taken on the 10th day of August 1858. at the court house in the town of Boonville county of Owsley and State of Kentucky to be read as evidence in an action between Wesley Ball plaintiff and G. W. M. Ferguson defendant pending in the county court of Lee county Virginia — 1st question by Plaintiff 1st did or not George W. M. Ferguson leave some notes & accounts with you as constable — Answer He did 2^d what was the amount of notes & accounts he left in your hands — Answer — Ferguson took my receipt for all except Daniel Strongs account which I don't think I accepted for as Daniel Strong tells me he paid Ferguson the amount of his account, — 3rd By Plaintiff What amount of money did you collect on said notes & accounts — Answer — I collected in all forty five dollars and twenty five cents, — 4th by Same, Was there or not any money in your hands on the 1st day of July 1857. belonging to Ferguson — Answer there was not — 5th by Same — did or not Ferguson also place an insurance list in your hands for collection — Answer — he did I have it now in my hand, — 6th By Same — Did or not Old man Hyam collect some money on the insurance list you hold, of William Stapleton & if so for what,

Answer — He did and receipted to Mr. Stapleton for the amount which was in payment. to Stapleton for Fergusons Board while he was standing his horse in this county, — Question 7th By Same — Did or not Cornelius Gabbard also pay old man Hyam the amount he was owing on the insurance list, — Answer — He did and I loaned him part of the money to pay the same

Question 8th By Same — Did or not John Hyden have the receipt which you executed to Ferguson and state that he was acting as agent for Ferguson,

Answer — He did — Question 9th By Same — Did or not two other men come with your receipt collecting for Ferguson —

Answer — They did and I paid one of them twenty five Dollars which I credited on my receipt — Question 10th By Same, What is the date of the Insurance list Ferguson gave you to collect,

Answer — the date is March 10th 1851 which the examiner can here see, and the last date of said insurance list is May the 7th 1851 and further this deponent saith Not
John Peters,

The Deposition of J. W. Seale taken at the same time and place to be read as evidence in the said action between Wesley Ball plaintiff and G. W. M. Ferguson Defendant — Question 1st by Plaintiff — Did you or not tell G. W. M. Ferguson, that all the debts in his insurance were good —

Answer, — I have no recollection of telling him any such a thing, — Question 2nd By Same, What is John Peters reputation as a collecting officer, Answer — I think it is very good and further this deponent saith Not
J. W. Seale,

State of Kentucky, Wesley county ss.

I Samuel A. Chastain presiding judge of the Wesley county court do certify that the foregoing deposition of John Peters and Joseph W. Seale was taken before me and read to and subscribed by them in my presence at the time and place and in the action mentioned in the caption the said Peters and Seale having been first duly sworn by me that the evidence they should give in the action should be the truth the whole truth and nothing but the truth, and their statements reduced to writing by me in their presence the plaintiff alone being present at the examination given under my hand this 10th day of August 1858.
Samuel A. Chastain J. C. C. C.

The Deposition of William O. Hall taken pursuant to notice at the court house of Lee county Virginia, on the 1st day of October 1858 to be read as evidence on behalf of Wesley Ball in a certain suit in chancery now pending in the county court of Lee county Virginia wherein said Ball is plaintiff and George W. M. Ferguson is defendant,

William O. Hall a minor of lawful age after being duly sworn deposes and says

Question by Plaintiff— were you present at John D. Simms's barn lot when Plaintiff and defendant traded in relation to the exchange of a certain pack of which Plaintiff let defendant have for a receipt on John Peters a constable in Kentucky for notes and accounts put into his hands by Defendant for collection and also a list of accounts if so state what occurred on that occasion & the conversation that took place between the parties in relation to said debts?

Answer— I was not present when the parties traded but passed through the lot shortly afterwards, went home and came to Defendant at the mill, he was leading the pack: asked him what he gave for him, he replied one hundred & fifty dollars, I have no recollection about what was said about the notes & accounts, My recollection is that John M. Ferguson was not in the lot when I passed through it but saw Simms and Plaintiff and defendant there & further this deponent saith not. Wm O. Hall

Virginia Lee County court

I William Marshall a justice of the peace in and for said county, do certify that the foregoing deposition of William O. Hall was duly taken sworn to and subscribed before me at the time and place mentioned in the preceding caption Given under my hand and seal this 1st day of October 1858.

William Marshall J.P.

And at another day, Court at a court of quarter sessions

continued and held for Lee county at the court house thereof on the same day and year first herein mentioned to wit on Tuesday the 16th day of November 1853.

Reverend The Defendant by his counsel moved the court to dismiss this case upon the ground that no injunction bond had been given executed in the case except a blank bond that had not been filled up by the clerk and was therefore no bond and to quash the *Spa* in this cause because it was improperly issued whereupon the complainant being present in court moved the court by his counsel to make a *nunc pro tunc* order in the case permitting him to execute an injunction bond, *now in court* for then and also moved the court to try the case on its merits which stands upon the issue docket for trial, but the court sustained the defendants motion and quashed the *Spa* and dismissed the case and ordered the same to be stricken from the docket, and thereupon the complainant considering himself aggrieved by the decree aforesaid and expressing the intention to appeal in said case, moved the court to suspend the execution of the decree in said case for sixty days to enable him to obtain said appeal and thereupon the court doth order that the execution of said decree be suspended for sixty days upon the complainants executing bond with good security condition as the law directs, which suspending bond was executed in court by the complainant with John D. Sharp and George B. Milburn his securities pursuant to said order.

A Copy Test

H. Morgan, C. C.

Wesley Bull

ss. Copy Record

George M. Surgeson

Upon the execution of
bond with good security
in the penalty of \$75,
conditioned as the law
requires, an appeal is
allowed.

Saml. V. Fullerton
10 Jan. 1859

John A. Lee Co.

1859 May term Judgment of
County Court reversed & returned in
this Court.

1860 Oct. 1860, placed upon the
case docket by motion of
appellant.

Wesley Bull

W. Morgan

brocked the weather people know
 how sailing! Oct 1888

Recd by Hyden \$11.82 1/2

1881

Recd of
 Sandlan
 To Hyden
 money

Ezra Michael
 Paid \$8.37 1/2
 - of Insurance

~~Recd \$20.00~~

62	08
36	82
25	26
16	89
<hr/>	
16	89

114	89
13	89
<hr/>	
13	89

Received of G. W. M. Ferguson the following
list of Notes - Due bills and accounts for
which I promise to collect or account for
as The Law directs

one on Joseph, Raynolds	- - -	\$ 4:00
one on John S. Frost	paid \$2	4.00
one on W. M. C. B. B. B.	- - -	4.00
one on Samuel Huntley	- - -	4.00
one on Daniel Strong	- - -	3.00
1 on James Thomas	- - -	4.00
1 on Stephen Guin	- - -	4.00
1 on Valentine Crager	- - -	7.00
1 on Haddon, Combs	- - -	3.00
1 on Andrew Herd	- - -	4.00
1 on John Sandlan	- - -	0.00
1 on Pleasant Turner	paid \$1.00	1.90
1 on J. B. Brandenburg	- - -	4.00
1 on Martin Anglan	- - -	2.25
1 on William Smith	- - -	2.50
1 on John Smith	- - -	3.33
1 on David Hensley	- - -	3.00
1 on James Farmer	- - -	4.00
1 on Cornelius Bowman	- - -	4.00

This The 11th day of June 1851

John Peters 606

I assigne the within Receipt over
To Wesley Ball as his write having no
record on me ^(July 27th 1857) George W. Ferguson

Received of George W. Ferguson
the sum of \$100.00
for the same

Know all men by these presents that we
Mesley Ball and ~~John D. Sharp~~ ^{Geo. B. Milburn} are held and
firmly bound unto George W. M. Furgerson
in the just and full sum of fifty dollars
current money of Virginia for the true payment
of which we bind ourselves our heirs executors
and administrators jointly & severally firmly by
these presents. Sealed with our seals and dated
this the 16th day of November 1858.

The Condition of the above obligation is
Such that whereas the above bound Mesley Ball
thinks himself aggrieved by the judgment of the
County Court of Lee County on the 16th day of
November 1858 in quashing the summons in the
Chancery suit between Mesley Ball complainant
and George W. M. Furgerson defendant and the
plaintiff having declared his intention to apply
to the Circuit Court for a writ of Supersedeas
a suspension of execution on said judgment is
granted for a term of 60 days upon the plaintiffs
giving Bond in the penalty of \$50. and thereupon
on the said ~~John D. Sharp~~ ^{Geo. B. Milburn} and his security. Now if
the above bound Mesley Ball shall well and truly
pay unto the said George W. M. Furgerson and all other
persons all costs and damages which he or they
may sustain by reason of the suspension of
said execution then this obligation to be void
otherwise to remain in full force.

Mesley Ball Seal
J. D. Sharp Seal
George B. Milburn Seal

Nesley Ball
vs Suspension bond
Geo. W. M. Ferguson

William Saplinton	1	mar	Insurance	\$5.00
Isaac Anglen	1	do	do	5.00
Francis Smith	1	do	do	5.00
B. F. Jackson	1	do	do	5.00
Henry Rader	3	do	do	12.00
John Browning	1	do	do	5.00
William Seals	1	do	do	5.00
Robert Baker	1	do	do	5.00
Widow Hurst	1	do	do	3.00
Widow Mahaffey	1	do	do	2.50
Edward Keneade	1	do	do	5.00
James Patten Moore	1	do	do	5.00
Neal Gabbard	2	do	do	10.00
Elizabeth Sandlan	2	do	paid do	15.00 8.34 1/2
Calaway, Pennington	do	ob	do	5.00
Zacariah Moore	1	do	do	5.00
Ewing Gipson	1	do	do	5.00

Luther, Browner ^{man} Insurance \$15.00
 Smith Luzemore 1 do do 5.00
 Fred Runnalls 1 do do 4.00
 Mc Calahan 1 do do 4.50
 Isaac Thomas 1 do do 3.50

Neal Gabbard credit
 for feeding horse \$1.00


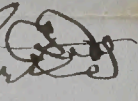
I do of agree the within Accounts
 those of
 having no record on the 27th day
 of July 1857 George Wm. Ferguson

To Jefferson Chandler Constable in Lee County
You are hereby commanded to summons
James Abshear John Pott Jr. William Hall
to appear on the 12 day of this Inst in the
Town of Jonesville to testify and the truth to
speak in behalf of George W. M. Dorsiein deft
a garnet. Wesley Ball P.T. in this case a case
now pending in the County Chancery Court
in this year shall omit not under the penalty
of Law made and provided for
Given under my hand this 11th day of
October 1858

J. H. Duff J. P.

Executed
Jefferson Chandler
Const

\$50 know all men by these presents that we Wesley Ball
and Andrew Lockhart

Wesley Ball 
Andrew Lockhart 

Know all Men by these Presents, That we *Wesley Ball*

Henry S. Kane and John D. Sharp

are held and firmly bound unto

in the sum of

twenty five dollars

to be

paid unto the said

George W. Fitzgerald his

executors, administrators or assigns, for the true payment whereof, well and truly to be made, we bind ourselves, our

heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and

dated this *18th* day of *January* 185*9*.

THE CONDITION of the above obligation is such, that whereas, the above bound

Wesley Ball

has obtained from the Judge of the Circuit Court for

Lee County

a supersedeas to a decree pronounced by the Circuit Court for the County of Lee, on the

day of

November

185*9*,

in a cause in which

Wesley Ball was

plaintiff and

George W. Fitzgerald was

defendant.

NOW IF THE SAID *Wesley Ball*

shall well and truly perform and satisfy the said decree, in case the same shall be affirmed, or the supersedeas be dismissed, and also pay all such damages, costs and fees which may be awarded against him then this obligation to be void, otherwise to remain in full force.

H. S. Kane { SEAL. }

J. D. Sharp { SEAL. }

Wesley Ball
vs Bond
G. W. Ferguson
filed 17th day Jan'y 1857
R. W. Hamblin

The Commonwealth of Virginia

To the Sheriff of Lee County Greeting

We command you that from all further proceedings on a decree of the Court of Lee County obtained on the 16th day of November 1858 by George W. McTorgerson against Wesley Ball now altogether supersede, which decree before the Judge of our Circuit Court for Lee County for cause of error in the same to be corrected, on the petition of Wesley Ball, we have cause to come to the said Wesley Ball having given bond and security to prosecute with effect, and if the decree aforesaid shall be affirmed to satisfy and pay the same and all such damages and costs, as shall be awarded against him.

We also command you, that you give notice to the said George W. McTorgerson that he be before the Judge of our said Circuit Court, of Lee County, at the Court House on the second day of the May term next, then and there to have a rehearing of the whole matter in the decree aforesaid contained. And have then there this writ, Witness, Richard M. Hamblen Clerk of our said Court at the Court House this 31st day of March 1859, in the 83rd year of the Commonwealth.

R. M. Hamblen CLK

3 1143

Wesley Ball
or {Writ of Superadvis

George W. M. Ferguson

2 day of May term 1859

April the 19th 1859
Executed by leaving
copy with left wife
and explaining the
same

S L Saul JS

Know all Men by these Presents, That we *Wesley Ball*

are held and firmly bound unto *George W. M. Ferguson*
in the just and full sum of *Thirty dollars*
to be paid unto the said *Ferguson his*

certain attorney, *his* executors, administrators or assigns; for the payment whereof, well and truly to be made,
we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed
with our seals, and dated this *12th* day of *May* 185*9*.

THE CONDITION of the above obligation is such, that whereas, the above bound *Wesley Ball*
has obtained from the Judge of the Circuit
Superior Court of ~~Law and Chancery~~ for Lee County, an injunction to stay, until the further order of the said
Court, all further proceedings on a judgement of the *County*
Court of ~~Law and Chancery~~ for Lee County, recovered against *him*

by the above named *G. W. M. Ferguson*
on the *16* day of *November* 185*8* for \$ *15.* — with legal interest thereon, from
the day of 18 till paid, and the costs.

NOW IF THE SAID

shall well and truly pay and ratify the judgment aforesaid, and also, all such costs and damages as shall be awarded
against *him* in case the injunction aforesaid shall be dissolved, then this obligation to be void, otherwise to
remain in full force and virtue.

Wesley Ball { SEAL. }
J. S. Kane { SEAL. }
J. D. Sharp *Real*

Wesley Ball
vs { Any Bond
G W M Ferguson

Virginia See County to-wit:-

To any Constable of said County to execute

I hereby Cominand you to Summon
William O. Hall to appear ~~before~~ at Jones-
ville See County Virginia at See Court house
to testify and the truth to speak ~~in a certain~~
on behalf of Wesley Hall, on the 1st day
of October 1858, in a certain suit in Chancery
now pending in the County Court of
See County Virginia wherein said Hall
is Plaintiff and George W M Ferguson is
Defendant. And this he shall in no
wise omit under the penalty of Six-
teen Dollars. And then & there return
how you have executed this process.

Given under my hand this 27 day
of September 1858.

J M Edward JP

I except the Legle Survis of the with
Summons September the 28th 1858

Wm. O. Hall

Lee County its suit
To William W Sage Constable of the said County
I command you ^{to} summon John D Sims William
Carnell & Hiram Kincaid to appear at Lee
Court house in Lee County Va on the
31st day of this month July 1858 to give
evidence in behalf of Westy Ball who is
in Law Plaintiff and George W Dr Fergusson
is Defendant in a suit now depending
in Chancery in the County Court of Lee
~~the~~ County Virginia Given under
my hand this 19th day of July 1858

J Polt J.P.

I accept Legal service of the within
summons July the 19th 1858

John G. Sims

~~I~~ I accept Legal serv of the within
summons July the 22nd 1858

William C. C. C.

~~I~~ I

I accept Legal service of within
summons July 22nd 1858

Wm. Baer

1858

G. W. Dr. Hengerson

his
Hyam & Simon
mark